

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



REQUEST FOR PROPOSAL 01PS5201

**Notice to Prospective Proposers
For
A Program Evaluation Audit
Of
Energy Efficiency and Low-Income Assistance Funds**

August 28, 2001

You are invited to review and respond to this Request for Proposal (RFP), entitled Program Evaluation Audit of Energy Efficiency and Low-Income Assistance Funds, RFP 01PS5201. In submitting your proposal, you must comply with the instructions found herein.

Firms/teams interested in responding to this RFP are encouraged to submit a postcard or brief letter indicating their interest and providing the firm's name and address. This postcard/letter should be sent to the attention of Brad Wetstone at the California Public Utilities Commission by September 10, 2001. Submitting the postcard/letter will ensure that your firm/team receives any supplemental or updated information that might be released subsequent to the issuance of the RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the Department of General Services Internet site: www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be provided by contacting Mr. Wetstone.

In the opinion of the California Public Utilities Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

**Brad Wetstone
California Public Utilities Commission
Energy Division
415/703-2826
E-mail: bxw@cpuc.ca.gov**

Request for Proposal

Program Evaluation Audit; RFP 01PS5201

California Public Utilities Commission

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

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** These documents are not required with the Proposal package, but are required should your firm be awarded the contract. Please see Section C.11, Award of Agreement.

A. Purpose and Description of Services

A.1 BACKGROUND AND GENERAL INFORMATION FOR CONTRACTOR

In this Request for Proposals (RFP), the California Public Utilities Commission's (CPUC or Commission) Energy Division solicits qualified bidders to conduct a financial and program evaluation audit of the expenditures made by the CPUC to various entities to implement energy efficiency and low-income assistance programs in California. The program evaluation will be conducted under the direction of the CPUC's Energy Division. Additional information concerning the context and scope of the audit is provided below.

Agency Mission

The CPUC regulates privately owned telecommunications, electric, natural gas, water, railroad, rail transit, and passenger transportation companies. The CPUC is responsible for assuring that California utility customers have safe, reliable utility service at reasonable rates, protecting utility customers from fraud, and promoting the health of California's economy. In pursuing these goals, the Commission establishes service standards and safety rules, and authorizes utility rate changes. It monitors the safety of utility and transportation operations, and oversees markets to inhibit anti-competitive activity. In its efforts to protect consumers, it prosecutes unlawful utility marketing and billing activities, governs business relationships between utilities and their affiliates, and resolves complaints by customers against utilities. It implements energy efficiency programs, low-income rates and telecommunications services for disabled customers. It oversees the merger and restructure of utility corporations, and enforces the California Environmental Quality Act for utility construction. The CPUC works with other state and federal agencies in promoting water quality, environmental protection and safety. It also intervenes in federal proceedings on issues that affect California utility rates or services.

The Subject of the Audit

On April 11, 2001, the Governor of California signed Senate Bill No. 5 (Chapter 7, 1st Extra-Ordinary Session (SBX1 5)) into law. This bill allocates \$242 million from the General Fund to the CPUC for purposes of (i) implementing new energy efficiency programs and (ii) supplementing existing energy efficiency and low-income assistance programs funded by energy utility distribution customers. The objectives of these investments are to increase energy savings and reduce peak demand in the midst of the State's energy crisis.

Sections 5(a)(1)-(5) of the bill specify the types of programs to be funded and establish funding guidelines for these programs. (See Appendix 1 for a copy of SBX1 5.) The following programs are eligible for funding:

1. Purchase of energy efficient equipment and retirement of inefficient appliances;
2. Increase California Alternate Rate for Energy (CARE) program enrollment and supplement the CARE discount for electric and gas utility customers;
3. Augment funding for low-income weatherization services and other energy efficiency measures to assist low-income energy users;
4. High efficiency and ultra-low-polluting pump and motor retrofits for oil and gas producers and pipelines; and
5. High-efficiency lighting.

Most of these line items represent existing CPUC programs funded through the ratepayer-funded Public Goods Charge (PGC). Following is a general description of the types of activities involved in delivering these programs:

- Residential programs: These programs offer incentives to invest in energy efficient products. The incentives are in the form of direct customer rebates, vouchers presented to contractors for a reduced fee, and point-of-purchase rebates.
- Nonresidential programs (limited by SBX1 5 to lighting only): These programs are targeted to small- and medium-sized businesses and provide rebates for numerous lighting measures.
- Appliance recycling: This program is offered to residential customers to retire and recycle refrigerators, freezers, and room air conditioners.
- Low-income energy efficiency and education (LIEE): Provides weatherization and energy efficiency measures to be installed in qualified low-income customers' homes at no charge. With the addition of SBX1 5 funds, this program also will include no-cost appliance replacement to qualified individuals.
- California Alternate Rate for Energy (CARE): This program provides a 20% discount to low-income customers.

Using the SBX1 5 funds appropriated to it, the CPUC has awarded contracts to various entities to implement the energy efficiency and low-income assistance programs that are eligible for funding under the bill. To date, the CPUC has awarded contracts to: Pacific Gas & Electric Co. (PG&E), Southern California Edison (SCE), San Diego Gas & Electric (SDG&E), Southern California Gas Co. (SoCal Gas), Appliance Recycling Centers of America, City and County of San Francisco, and City of Berkeley. Additional contracts will be awarded during the next several weeks. Among the organizations that the CPUC may award contracts to include: Southwest Gas Corp., Sierra Pacific Power Co., Avista Natural Gas Operating Co., PacifiCorp, Southern California Water Co., West Coast Gas Co., Electric Power Research Institute-Global Energy Partners, and the California Oil Producers Electricity Cooperative. **Each entity receiving SBX1 5 funds from the CPUC is subject to the program evaluation audit described in this RFP.**

Below is a more detailed list of the programs being implemented by the entities with which the CPUC has already signed contracts.

Appliance Recycling Centers of America (ARCA)

- Appliance retirement and recycling program (includes pick up of refrigerators, freezers, and room air conditioners)

City of Berkeley

- Bay Area Small Business Energy Efficiency Program (small commercial lighting)

City of San Francisco

- Bay Area Small Business Energy Efficiency Program (small commercial lighting)

Pacific Gas & Electric (PG&E)

- LIEE, including appliances
- CARE program
- Residential Appliance Rebates
- Home Improvement Rebates
- Residential Contractor Program: Single Family and Multifamily
- High-efficiency heating and cooling
- Nonresidential lighting: express efficiency program

San Diego Gas & Electric (SDG&E)

- LIEE, including appliances
- CARE program
- Single Family Rebates
- Multifamily Rebates
- Downstream appliance rebates
- Lighting turn-in
- Upstream residential lighting

- Nonresidential lighting: express efficiency
- Nonresidential lighting: small commercial turnkey

Southern California Edison (SCE)

- LIEE, including appliances
- CARE program
- Home Efficiency Rebates
- Residential Contractor Program: Single Family and Multifamily
- Upstream residential lighting program
- Torchiere turn-in
- Nonresidential lighting: express efficiency

Southern California Gas Company (SoCalGas)

- LIEE
- CARE program
- Residential appliances
- Residential Contractor Program: Single Family and Multifamily

In addition to the entities named above, please note that CARE, LIEE, and energy efficiency programs may also be delivered by the following potential contract recipients (specific programs are still being negotiated):

- Avista Natural Gas Operating Co.
- PacifiCorp
- Sierra Pacific Power Co.
- Southern California Water Co.
- Southwest Gas Corp.

The SBX1 5 Contracts and the Payment Mechanics

The CPUC's contracts with the SBX1 5 fund recipients contain provisions governing the manner by which the contractor shall track and spend the awarded funds. For example, each contract limits administrative expenses by a specified amount (this cost cap is expressed as a percentage of the total value of the contract) and identifies costs that must be tracked as "administrative and other costs," separate from program delivery costs.

It is important to note that the contracts that have been awarded by the CPUC using the SBX1 5 funds are not grants. Instead, under the terms of these contracts, the contractor submits invoices to the CPUC seeking reimbursement of the costs incurred in connection with its work to provide energy efficiency and/or low-income assistance programs services. CPUC Energy Division staff are responsible for reviewing and approving the invoices. (Note: administrative expenses in excess of the contract's specified cost cap are not eligible for reimbursement). After its review of the invoice(s), Energy Division staff authorize payment to be made by the California State Controller's Office from the General Fund. The State Controller's Office is the agency responsible for making payments and administering the cash flow records for the SBX1 5 funds appropriated to the CPUC.

Where applicable, along with each invoice, SBX1 5 Contractors are required to submit reporting on projected energy and peak demand savings associated with activity reflected in the invoice. Such projections include details of the energy efficiency measures installed during the invoice period. CPUC Energy Division staff maintain copies of these reports.

The invoices submitted by the SBX1 5 fund recipients (i.e., the contractors' invoices) are also on file at the CPUC's headquarters in San Francisco. Cancelled checks covering payments to the contractors are on file with the California State Controller's Office in Sacramento.

Purpose and Authority for this RFP

Section 5(d) of SBX1 5 requires the CPUC to contract out for an independent audit of the “expenditures made pursuant to [the bill] for the purpose of determining whether the funds achieved demonstrable energy peak demand reduction while limiting administrative costs associated with the expenditures. . . .” The audit is to be completed within one year of the effective date of the bill (i.e., April 11, 2002) with the report’s findings submitted to the Chairperson of the Joint Legislative Budget Committee, to the chairpersons of the appropriate policy and fiscal committees of both houses of the Legislature, and to the Governor.

To satisfy the requirements of Section 5(d), this RFP is soliciting proposals for the preparation of the report that is due to the Legislature and Governor. The report will present findings in two areas related to the expenditure of SBX1 5 funds: (i) a financial audit of SBX1 5 expenditures; and (ii) a program evaluation to measure the effectiveness of the energy efficiency programs in reducing energy demand. The specific tasks to be completed are presented in greater detail below in Section A.2, Scope of Work.

The requirement for a program evaluation audit represents an unique opportunity for energy efficiency program evaluators to assess the impact of SBX1 5 funding for energy efficiency during the State’s energy crisis.

A.2 SCOPE OF WORK: LEGISLATIVE REPORT

To meet the statutory mandate of Section 5(d) of SBX 15, the winning firm/team will be required to perform the tasks described below. The audit period covers the term May 1, 2001 through January 31, 2002.

Final Deliverable

Section 5(d) of SBX1 5 mandates an audit report to be delivered to the legislature and the Governor on or before **April 11, 2002**. **This legislative report shall** detail the expenditures made by the CPUC as authorized by SBX1 5, as well as the resulting energy and peak demand savings associated with those expenditures, where applicable. A minimum of 100 copies of the Final Report shall be prepared.

Task 1: Verify Expenditures

- Obtain copies of all contracts signed by the CPUC to appropriate the \$242 million allocated from the General Fund for programs identified as eligible in §5(a)(1)-(5) of SBX1 5.
- Obtain copies of all invoices submitted to the CPUC in connection with the SBX1 5 contracts.
- Obtain copies of and verify all reimbursement payments made by the CPUC in connection with these invoices before January 31, 2002.
- Verify and summarize the expenditures made by the CPUC through January 31, 2002 to each contract recipient for each program.
- Verify and summarize the administrative expenditures invoiced to the CPUC by all entities receiving SBX1 5 funds. In connection with this task, the winning firm/team shall:
 - Disclose the criteria or guidelines used by each entity for distinguishing between administrative and program costs. Determine whether these entities have complied with CPUC directives included in the contracts regarding the tracking of administrative costs versus other program delivery costs.
 - Verify the dollar amounts invoiced as administrative costs versus program delivery costs for low-income energy efficiency (LIEE). LIEE administrative costs are limited to 12-1/2 percent of total SBX1 5 funds budgeted for these programs.

- Verify the dollar amounts invoiced as administrative costs for the CARE program. Compare these amounts with the total dollar amounts budgeted for the CARE program per utility.
 - Verify the dollar amounts invoiced for mass marketing to increase enrollment in CARE. Such costs are limited to 10 percent of total CARE program funds budgeted per utility.
 - Verify the dollar amounts invoiced as administrative costs versus program delivery costs for the energy efficiency programs. Energy Efficiency administrative costs are limited to 15 percent of total SBX1 5 funds budgeted to these programs.
-
- Verify the dollar amount for administrative costs incurred by the CPUC in connection with its oversight of the SBX1 5 funds. (Note: SBX1 5 limits the CPUC's administrative costs to two and a half (2-1/2) percent of the funds expended.)
 - Compare the total dollar amounts invoiced to the CPUC with the allocations authorized per program (where applicable) in the SBX1 5 contracts.
 - Verify that utilities, where required, have properly credited their respective CARE balancing accounts with the SBX1 5 funds and examine whether SBX1 5 funds were inappropriately commingled with ratepayer-derived funds.

Task 2: Summarize Claimed Energy Savings Impacts

The Contractor shall perform the following tasks for summarizing program energy savings impacts for all programs except CARE:

- Obtain copies of all periodic (mostly monthly) reports submitted to the CPUC by entities receiving SBX1 5 funds.
- Summarize energy savings claims included in periodic reports by Contract recipient, by program, and by sector (i.e, residential or non-residential). These summaries should be based on inherent per-unit savings assumptions made by Contract recipients. Energy Savings estimates should include the following:
 - Annual energy (kWh and therm) savings projections.
 - Summer peak demand (kW) savings for life of program.
 - Aggregated life cycle energy savings (kWh, kW, and therm), by program.
 - Summary of benefits and costs using the Total Resource Cost test.

Task 3: Verify and Adjust Energy Savings Impacts

The Contractor shall perform the following tasks to verify and adjust program energy savings impacts for all programs except CARE:

- Scrutinize per-unit energy and peak demand savings estimates used by entities in submitting their periodic/monthly reports. Compare those per-unit estimates with data from the following sources:
 - Prior year utility impact evaluation studies from California and other jurisdictions within the United States.
 - Prior utility regulatory filings.
 - Engineering estimates.
 - Other industry sources, as appropriate.

- On the basis of the above research, recommend any adjustments to the per-unit energy and peak demand savings assumptions claimed by entities receiving SBX1 5 funds.
- Prepare adjusted summaries of energy and peak demand savings impacts achieved by SBX1 5 Contract expenditures before January 31, 2002.
- Recommend additional activities to be undertaken to update and improve energy and peak demand savings assumptions for the future.

Task 4: Report Writing Tasks

- Based on the information gathered from Tasks 1-3 described above, prepare a Draft Legislative Report for review and comment by the CPUC's Energy Division.
- Based on Energy Division comments on the Draft, prepare a Final Draft Legislative Report for final review by the Energy Division.
- Based on comments received on the Final Draft, prepare and issue a Final SBX1 5 Legislative Report. 100 copies of the Final Report shall be prepared and delivered to the CPUC.
- Brief the Director of the CPUC's Energy Division as well as other agency decision makers on the report's findings.
- Brief the Legislature and the Governor's office on the report's findings, if necessary.

A.3 SCOPE OF WORK: PREPARATION OF QUARTERLY REPORTS

Deliverables

In addition to performing the tasks outlined above for the preparation of the report required by Section 5(d) of SBX1 5, the winning firm will also be required to perform additional tasks for the preparation of quarterly reports that will be submitted to the Legislature and Governor. Section 5(i) of SBX1 5 requires the CPUC to prepare quarterly reports that include the following information:

- The amount of SBX1 5 funding expended;
- A description of the measures, programs, or activities that were funded; and
- A description of the effectiveness of the measures, programs, or activities funded in reducing peak electricity demand and improving energy efficiency, as measured in kilowatthours of electricity reduced per dollar expended. (Comparisons of these measures and programs in terms of performance with other similar measurement projects and programs in California and in other jurisdictions within the United States is also required, as described in Section A.2 above.)

The Quarterly Reports should be prepared and submitted on the following timetable:

Quarterly Report Number	Time Period Covered	Draft Submitted to CPUC	Final Delivered to Legislature
Report #1	May 1, 2001 – October 31, 2001	December 5, 2001	January 1, 2002
Report #2	Nov. 1, 2001 – January 31, 2002	March 11, 2002	April 1, 2002
Report #3	February 1, 2002 – April 30, 2002	June 10, 2002	July 1, 2002
Report #4	May 1, 2002 – July 31, 2002	September 10, 2002	October 1, 2002
Report #5	August 1, 2002 – October 31, 2002	December 10, 2002	January 1, 2003
Report #6	Nov. 1, 2002 – January 31, 2003	March 10, 2003	April 1, 2003
Report #7	February 1, 2003 – April 30, 2003	June 10, 2003	July 1, 2003
Report#8	May 1, 2003 – July 31, 2003	September 10, 2003	October 1, 2003
Report#9 FINAL**	May 1, 2001 – July 31, 2003 (Cumulative Findings)	October 1, 2003	October 20, 2003
**The Final Report shall present the cumulative results of the low-income and energy efficiency programs from May 1, 2001 through July 31, 2003.			

Given the overlap in information content that is required in the Section 5(d) audit report and the quarterly reports, the CPUC anticipates that the specific tasks and methodologies employed in the preparation of the two types of reports will be largely the same. Thus, refer to Section A.2 for further detail on the tasks also required for quarterly report preparation.

In accordance with SBX1 5, the quarterly reports shall be submitted to the Chairperson of the Joint Legislative Budget Committee, to the chairpersons of the appropriate policy and fiscal committees of the both houses of the Legislature, and to the Governor. A minimum of 100 copies of each of the quarterly reports shall be prepared.

A.4 SCOPE OF WORK: QUALITATIVE ASSESSMENT

Deliverable

The deliverable for this portion of the scope of work is a report prepared primarily for CPUC internal use. This report will provide a summary of lessons learned during the implementation of SBX1 5 for future CPUC use in overseeing programs and negotiating contracts for the provision of energy efficiency and low-income program services. The winning firm will have a great deal of discretion in providing strategic recommendations for process improvements in similar future processes. Ten (10) copies of the final qualitative assessment will be required to be submitted by **August 31, 2002**.

Task 1: Design methodology

For this task, firms will be asked to propose a methodology for developing the qualitative assessment of SBX1 5 implementation and developing a set of lessons learned. The types of issues that the CPUC will be interested in addressing include the following:

- The selection of SBX1 5 contractors and programs
- The process of negotiating SBX1 5 contracts
- The relative funding allocations to various programs
- The assumptions used by entities receiving funds in estimating energy and peak demand savings
- The contractual and reporting relationships among entities involved in program delivery (Legislature, CPUC and its various divisions, utilities, third parties, local governments, contractors, consulting firms, evaluators, etc.)

Firms may propose a variety of methods for investigating these issues, including, but not limited to:

- Inspection of contract documents
- Interviews (phone or in-person) of individuals involved in various aspects of the process
- Comparison of CPUC process with that undertaken by other state agencies also receiving SBX1 5 funding (such as the California Energy Commission, the Department of Consumer Affairs, etc.)

Firms or teams should give details of their initial proposed methodology in their proposals to the CPUC. Final methodology will be subject to negotiation and approval of the CPUC Project Manager.

Task 2: Conduct Assessment

In this task, the winning firm will conduct its assessment of the SBX1 5 process using the methodology designed in Task 1. In the proposal, firms or teams should give details of the schedule, time, and labor effort involved in carrying out the proposed methodology.

Task 3: Report Writing

- Based on the information gathered from Tasks 1-2, prepare a Draft Qualitative Assessment for review and comment by the CPUC's Energy Division
- Prepare a Final Draft Qualitative Assessment for final review by the Energy Division
- Present the Final Draft Qualitative Assessment findings to the Director of the Energy Division and other CPUC management
- Based on feedback received from management, prepare and issue a Final Qualitative Assessment Report.
- Prepare and deliver ten (10) copies of the Final report to the CPUC Energy Division.

B. Minimum Qualifications for Proposers

Firms must possess extensive knowledge of energy efficiency end-use electricity and gas saving technologies and programs, including energy efficient lighting, appliance, and HVAC systems. Respondents must be familiar with technology and program results of these measures from other jurisdictions within the United States. Knowledge of and experience with public utility company operations is also necessary. Additionally, expertise in financial accounting and auditing practices is preferred, but not required.

Bidders may form teams to bid on the scope of work contained within this RFP. However, if a team approach is used all subcontracting firms must be identified in the bidder's proposal. If a team is selected, substitution of subcontracting firms will be strictly subject to pre-approval of the Energy Division Contract Manager and will necessitate amending the existing contract. The bidder responding to this RFP must serve as the Prime Contractor.

C. Proposal Requirements and Information

This section describes the required components of the RFP responses and provides additional information concerning the RFP selection process.

C.1 Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	August 28, 2001
Intent to bid postcard/letter received by CPUC	September 10, 2001
Written Question Submittal Deadline	September 10, 2001
Final Date for Proposal Submission	September 24, 2001, by 4:00 p.m.

Phase I Evaluation Completed	October 2, 2001
Phase II Cost Proposal Opening	October 2, 2001
Phase II Evaluation Completed	October 4, 2001
Phase III Interviews	October 9 & 10, 2001
Interviews will take place at the CPUC headquarters in San Francisco	
Phase III Interview Evaluation Completed	October 15, 2001
Proposed award notice will be posted at CPUC	October 15 or 16, 2001
Agreement Award	October 16, 2001
Contract approved and signed by the CPUC and Consultant (date is approximate)	October 23, 2001
Contract work starts (date approximate)	October 24, 2001

C.2 Bidder's Business Information

State your firm's full name, address, and, if applicable, the branch office and any subcontractors that would perform or assist in performing any of the work. Please also designate persons authorized to act on behalf of your firm during contract negotiations and state your earliest available starting date.

C.3 Experience and Qualifications

To demonstrate the qualifications of the proposed team, the proposal shall include the following information:

- A. Describe all applicable qualifications, provide detailed explanation of special capabilities directly related to energy efficiency program evaluation and auditing.
- B. Provide a full description of previous experience of the Prime Contractor and any subcontractors in performing work similar to that described in Sections A.2 through A.4 of this RFP. Along with this narrative, include no more than two (2) samples of such work successfully performed. (NOTE: CPUC documents issued within the past five years need only be cited).
- C. Provide references from the cited work performed by the proposed team members, particularly the project leadership, including dates of performance, client name, contact person and telephone number, and the name(s) and role(s) of the referenced team member(s).
- D. List any awards or other recognition for the work described in the foregoing.

C.4 Work Plan and Work Schedule Requirements

Submit a detailed work plan for accomplishing the tasks described in Sections A.2 through A.4. The work plan should include the following:

- A. Describe your firm's management procedure for planning, scheduling, and budgeting, as well as the procedures to be used in controlling time used, dollars spent, and quality control over the deliverables.

- B. Describe the specific steps your firm intends to complete in performing the tasks outlined in Sections A.2. through A.4.
- C. Describe any modifications or enhancements you would make to the tasks outlined in Section A.2 through A.4, why you would recommend these, and your proposed method for accomplishing the recommended changes.
- D. Submit a schedule for accomplishing the program evaluation and delivering the final work products, including time estimates and milestones. The proposer should provide a conservative project timeline which estimates the number of days to complete each task identified in the work plan.

C.5 Organization Chart

Illustrate the proposed relationships between the project manager, key personnel, support staff, and other resources that are expected to participate in the project. Show which aspects of the work each person will be responsible for performing and the approximate percentage of their time that will be devoted to the project described in this RFP. Aspects of work should correspond to the work generally described in Sections A.2 through A.4 above.

C.6 Project Personnel

Provide up-to-date and useful resumes of all proposed team members (key personnel and support staff) shown on the Organization Chart, which include a description of responsibilities in similar work cited in Section C.3.B. Descriptions which are limited to “participated” or “assisted in” are of no value in determining the qualifications and experience of these individuals and will not be considered. Resumes of persons who are not shown on the Organization Chart or shown without specific duties will not be considered.

C.7 Conflict of Interest

Disclosure Requirements

Certain conditions may render a team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later stage, disclose for each participating firm and individual:

- A. Any current contract or other financial relationships, including the ownership of stocks or bonds, with PG&E, SDG&E, SCE, Southern California Gas Co., Appliance Recycling Centers of America, Inc., or any of their parent companies, affiliates, or subsidiaries, plus the City of Berkeley and the City and County of San Francisco. It is possible that the CPUC might enter into additional contracts that will need to be audited under the terms of SBX1 5 with the following entities: Avista Utilities, PacifiCorp, Sierra Pacific Power Co., Southern California Water Co., Southwest Gas Corp., Electric Power Research Institute-Global Energy Partners, and the California Oil Producers Electricity Cooperative. Bidders must disclose any current contract or any other financial relationship including the ownership of stocks or bonds with these entities as well. (For contracts, provide the client name, total amount of payments, duration and nature of the service provided.)
- B. Prior contracts (i.e., over the last three years) in any category with PG&E, SDG&E, SCE, Southern California Gas Co., Appliance Recycling Centers of America, Inc., Avista Utilities, PacifiCorp, Sierra Pacific Power Co., Southern California Water Co., Southwest Gas Corp., Electric Power Research Institute-Global Energy Partners, and the California Oil Producers Electricity Cooperative or any of their parent companies, affiliates, or subsidiaries, plus the City of Berkeley, the City and County of San Francisco, and any special relationship between the team, firm, assigned

individuals and employees of the above named entities. (For contracts, provide the client name, total amount of payments, duration and nature of the service provided.)

- C. Any current business relationship (including active proposals) with the firms identified in Section C.7.A-B above. (Provide the firm's name, the nature, scope and duration of the relationship or interest, and its total monetary value).
- D. Provide a statement, signed by the principal of each participating firm, asserting that the information provided in response to Sections C.7.A through C is correct to the best of your knowledge.

FOR CURRENT STATE EMPLOYEES:

- E. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency unless the employment, activity, or enterprise is required as a condition of regular state employment.
- F. No officer or employee shall contract on that person's own behalf as an independent contractor with any state agency to provide goods or services.

FOR FORMER STATE EMPLOYEES:

- G. For the two year period from the date of leaving state employment, no former state officer or employee may enter into a contract in which that person was engaged in any of the negotiations, transaction, planning, arrangements, or any part of the decision making process relevant to the contract while employed in any capacity by any state agency.
- H. For the twelve month period from the date of leaving state employment, no former state officer or employee may enter into a contract with any state agency if that person was employed by that state agency in a policy making position in the same general subject area as the proposed contract within the twelve month period prior to that person leaving state service.

C.8 Cost Detail Format and Requirements

Respondents must submit their bids using the Cost Proposal Worksheet (Attachment 3). In accordance with Section C.9.E below, the bid information must be submitted in a **sealed envelope separate from the proposal package**.

C.9 Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- B. All proposals must be submitted under **sealed** cover and received by the CPUC by **September 24, 2001 at 4:00 p.m. Proposals received after this date and time will not be considered.**
- C. A minimum of five (5) copies of the proposal, along with the original, must be submitted.
- D. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must

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be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

- E. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP 01PS5201
Program Evaluation Audit of
Emergency Energy Efficiency and Low-Income Assistance Funds
California Public Utilities Commission
505 Van Ness Ave.
San Francisco, CA 94102

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.

The bid prices and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".

Proposals not submitted under sealed cover and marked as indicated will be rejected.

- F. All proposals shall include the documents identified in Section E, Required Attachment Checklist. **Proposals not including the proper "required attachments" shall be deemed non-responsive.** A non-responsive proposal is one that does not meet the basic proposal requirements.

- G. Mail or deliver proposals to the following address:

**California Public Utilities Commission
Contracts Office, Room 2004
ATTN: Collette Kondo
505 Van Ness Ave.
San Francisco, CA 94102
Tel: (415) 703-1401**

- H. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- I. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- J. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- K. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2 , Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

- L. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline.

Proposal modifications offered in any other manner, oral or written, will not be considered.

- M. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with Section K above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- N. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- O. The awarding agency reserves the right to reject all proposals for reasonable cause. If all proposals are too high, the agency is not required to award an agreement.
- P. Proposers are cautioned to not rely on the State during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- Q. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposer, none of the participants in such collusion will be considered in this or future procurements.

C.10 Evaluation Process

- A. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. **Failure to provide required forms will result in rejection of the proposal.**
- B. The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs. A selection panel comprised of Commission personnel will make the final selection of the consultant. The selection process consists of three phases which are described below.
- C. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

D. PHASE 1

The proposals that meet the minimum qualifications will be evaluated and scored based on the criteria listed below. A minimum of **75 points** must be achieved in this phase in order to move on to Phase II.

Phase I consists of an evaluation of each proposal by the selection panel based on the following criteria:

- | | |
|------------|--|
| <u>20%</u> | <ul style="list-style-type: none">• Experience of the firm(s), project leadership and assigned individuals in energy efficiency end-uses, including lighting, appliance, and HVAC technologies, as well as program impacts on both a measure and programmatic level.• Experience of the firm(s) with energy efficiency programs in other jurisdictions within the United States.• Experience of the firm(s), project leadership and assigned individuals in the development, implementation, and management of financial audits. |
| <u>20%</u> | Analytical techniques and work plan to be employed. |
| <u>10%</u> | Resources available to the project team. Location of the project team. Percentage of time devoted to the project by each team member. |
| <u>10%</u> | Bidder's ability to start and complete the audit in a timely manner while ensuring stability of assigned staff. |
| <u>10%</u> | Experience of the firm(s) working on projects involving utility companies. |
| <u>10%</u> | Firm(s) familiarity with utility public purpose programs. |
| <u>15%</u> | Potential for conflict of interest (See Section C.7 Disclosure Requirements). |
| <u>5%</u> | Education and other credentials of project leadership and team members. References, awards and other recognition for experience. |

Total Possible Points -- 100

F. PHASE II

This phase consists of opening and evaluating the sealed cost proposals. Only cost proposals from those firms or teams receiving a score of 75 or better during the first phase of evaluation will be opened. The sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards shall then be opened and read.

During this phase, the cost proposal with the lowest price will be assigned a score of 100 points (after adjustments are made for any applicable preference programs). Other cost proposals will be assigned points on a proportional basis relative to the cost of the lowest bid (and adjustments are made for any applicable preference programs). For example, if the second lowest bid is 20% *higher* than the lowest cost bid, it will be assigned a point score of 80, which is 20% *lower* than the point score of the lowest cost bid.

At this point in the process, Phase I and Phase II scores will be weighted 70% and 30%, respectively, to create a combined overall score. The top three firms/teams with the highest combined overall score will proceed to Phase III.

Please note, if no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an agreement (Public Contract Code 10344 (d), 10377 (d)).

G. PHASE III

Phase III consists of interviews and presentations from the top three bidders with the highest combined scores from Phase 1 and II. Proposers will be evaluated by the selection panel on the quality of their presentations and their answers to standard interview questions. The presentations should focus on the bidder's proposals to achieve the work tasks identified in Sections A.2. through A.4 of the RFP. The presentation shall be given by the Consultant's proposed Project Manager.

Phase III will be graded based on the following criteria:

<u>40%</u>	Presentation
<u>60%</u>	Answers to Interview Questions

The one firm/team with the highest score from Phase III will be awarded the contract agreement.

Teams selected for the presentation and interview must be available **October 9 and 10, 2001**. The presentation and interviews will be conducted at the CPUC's headquarters, which is located at 505 Van Ness Avenue, San Francisco, California.

C.11 Award of Agreement

- A. Upon award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. **(See Attachments)**
- B. Upon award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the proposer has not submitted this form to the awarding agency within the last three (3) years. **(See Attachments)**

C.12 Disposition of Proposals

- A. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a

proposer's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.

- B. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

C.13 Standard Conditions of Service

- A. Service shall be available on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second lowest proposer or by another contractor.
- B. All performance under the agreement shall be completed on or before the termination date of the agreement.
- C. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts
- D. No oral understanding or agreement shall be binding on either party.

D. Preference Programs

The standard contract language for the preference programs can be found at the Internet web sites listed below. If your firm is claiming any of these preferences, please complete the appropriate form(s) and submit the completed form(s) with your proposal. If your firm is **not** claiming any of these preferences, you must sign and return the signature page of each application form for each preference program and include a "N/A" marking next to your signature.

- 1) Small Business Enterprise (STD 813) - <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp>
- 2) Target Area Contract Preference Act (STD 830) – <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp> (From this site, click on Economic Development Incentive Program on the right side of the web page).
- 3) Local Agency Military Base Recovery Area Act (STD 832) – <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp> (From this site, click on Economic Development Incentive Program on the right side of the web page).
- 4) Enterprise Zone Act (STD 831)- <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp> (From this site, click on Economic Development Incentive Program on the right side of the web page).

E. Required Attachments

Documents identified as "REQUIRED" on Attachment 1, Required Attachment Checklist, **must be included** with your proposal package in order to be considered responsive.

ATTACHMENT 1

ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Attachment Check List – REQUIRED.
_____ Attachment 2	Proposal/Proposer Certification Sheet – REQUIRED.
_____ Attachment 3	Cost Worksheet – REQUIRED. (Reminder: The worksheet must be submitted under separate cover as described in Section C.8 and C.9.E above.)
_____ Attachment 4	Disabled Veteran Business Enterprise Participation Forms and Instructions – REQUIRED. Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Good Faith Effort Documentation – Exhibit A (3 pages) DVBE forms are available on the Internet at http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/dvbepp/program.htm
_____ Attachment 5	Payee Data Record (STD 204) – NOT REQUIRED. Do not complete this form. However, please note that if your firm wins the contract, you will have to submit this form to the CPUC at that time. This form can be found on the Internet at http://www.osp.dgs.ca.gov/default.asp?mp=../fmc/std_index.asp
_____ Attachment 6	Contractor Certification Clauses (CCC 201) -- NOT REQUIRED. Do not complete this form. However, please note that if your firm wins the contract, you will have to submit this form to the CPUC. The CCC can be found on the Internet at http://www.ols.dgs.ca.gov/std_Process/Documents/CCC201.html http://www.dgs.ca.gov/contracts Page one (1) must be signed and submitted prior to the award of the agreement, but is not required if the proposer has submitted this form to the awarding agency within the last three (3) years.
_____ Attachment 7	Preference Programs – REQUIRED. Forms must be completed if your firm is claiming any of the preference listed in Section D. If your firm is not claiming any of the preferences, you must submit the cover page of the application form for each preference marked "N/A."

Sample Standard Agreement (STD 213) –**NOT REQUIRED**. Do not complete this form. This form is provided for illustrative purposes only. While this contract language is representative of contracts the CPUC has awarded in the past, contract language may be modified by the CPUC to suit the specific needs of this particular project.

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information (pages 3 through 11) nor the "Sample Agreement" at the end of this RFP.

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </div> </div>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

COST PROPOSAL WORKSHEET

Use this form to provide your firm's/team's bid price and cost information. The worksheet shall cover the tasks described in Sections A.2 through A.4 of the RFP. This information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal- DO NOT OPEN."

PRIMARY CONTRACTOR DIRECT LABOR	HOURS	RATE	TOTAL
(The listed job positions are for illustrative purposes only. You may substitute job titles/positions as necessary.)			
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
SUBCONTRACTOR(S) DIRECT LABOR (Disclose per firm, not by individual)			
Firm A			\$ _____
Firm B			\$ _____
			\$ _____
SUBCONTRACTOR(S) INDIRECT COSTS (Disclose per firm, not by individual)			
Firm A			\$ _____
Firm B			\$ _____
			\$ _____
DIRECT COSTS FOR BOTH PRIMARY AND SUBCONTRACTOR(S) (EXCEPT LABOR)			
Travel Costs -Total			\$ _____
Equipment and Supplies - Total			\$ _____
Other Direct Costs -Total			\$ _____
			\$ _____
FEE			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 4

Disabled Veteran Business Enterprise Participation Forms and Instructions

The standard contract language for the Disabled Veteran Enterprise Program (DVBE) can be found at the Internet web site <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/dvbepp/program.htm>

To view the DVBE package and obtain the required submittal forms go to the web site listed above.

If your firm is claiming DVBE participation, please submit a copy of the DVBE certification issued by the Office of Small Business Certification and Resources along with the STD 840 form to the CPUC.

If your firm is not claiming DVBE participation, you **must** submit the Good Faith Effort Documentation – Exhibit A form to the CPUC.

Request for Proposal
Program Evaluation Audit; RFP 01PS5201
California Public Utilities Commission

ATTACHMENT 5 Payee Data Record (STD 204) --NOT REQUIRED. Do not complete this form.

Please note, however, that if your firm wins the contract, you will have to submit this form to the CPUC at that time. This form can be accessed at the Internet site indicated at the bottom of this paragraph. From the web page, type in "204" in the empty field next to "Enter a Form No." That will bring you to a PDF version of the Payee Data Record. http://www.osp.dgs.ca.gov/default.asp?mp=../fmc/std_index.asp

ATTACHMENT 6

Contractor Certification Clauses (CCC 201) -- NOT REQUIRED. Do not complete this form. However, please note that if your firm wins the contract, you will have to submit this form to the CPUC at that time. The CCC can be found on the Internet at www.dgs.ca.gov/contracts. Page one (1) must be signed and submitted prior to the award of the agreement, but is not required if the proposer has submitted this form to the awarding agency within the last three (3) years

ATTACHMENT 7

Preference Programs – REQUIRED.

See Section D, Preference Programs for instructions and Internet links to the Preference Program forms.

ATTACHMENT 8

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment

Page(s)

* Exhibit C – General Terms and Conditions

(Number)

(Dated)

Exhibit D – Additional Provisions

Page(s)

Exhibit E – Billing Rates

Page(s)

Contractor's proposal is hereby incorporated by reference and made a part of this agreement.

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per _____

This page is intentionally left blank.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the California Public Utilities Commission program evaluation services as described herein:

(To be completed after the contract is awarded.)

2. The services shall be performed at (insert location).
3. The services shall be provided during (insert time frame i.e., working hours, Monday through Friday, except holidays).
4. The project representatives during the term of this agreement will be:

State Agency: CPUC	Contractor:
Name: Brad Wetstone	Name:
Phone:415/703-2826	Phone:
Fax:415/703-2200	Fax:

Direct all inquiries to:

State Agency: CPUC	Contractor:
Section/Unit: Accounting, Auditing & Finance	Section/Unit:
Attention: Brad Wetstone	Attention:
Address: 505 Van Ness Ave. San Francisco, CA 94102	Address:
Phone: 415/703-2826	Phone:
Fax: 415/703-2200	Fax:

5. Scope of Work for Contract No. ____

To be completed after contract is awarded. Provide detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

- Specifications, requirements
- Personnel, staffing
- Coordination
- Results, deliverables
- Timelines, progress reports
- Evaluation, acceptance

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Compensation

As compensation for the satisfactory completion of the services as specified in [Exhibit ____], Contractor shall be entitled to a sum not to exceed [Dollar Amount] unless the amount is increased by amendment hereto as provided in [Exhibit ____]. Payments not to exceed this total sum shall be made as set forth in the attached schedule. Billing rates shall be as specified in Appendix ____]

C. Travel and Other Expenses

State will reimburse Contractor for actual operating costs and reasonable travel expenses incurred in the performance of this Agreement. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. Travel expenses will be reimbursed at the same rate as provided for State management employees, as outlined in Code Section 599.615-636. Total expenses claimed under this Agreement shall be included in the total amount encumbered (insert dollar amt.) under this Agreement.

D. Invoices

Invoices shall include the Agreement Number and shall be submitted in quadruplicate not more frequently than monthly in arrears to:

California Public Utilities Commission
Contracts Office, Room 2004
505 Van Ness Ave.
San Francisco, CA 94102
ATTN: (Insert Name)

Said invoices will be subject to verification and approval by the Commission's Contract Manager (Insert name) and the Project Manager (Brad Wetstone), and shall include the name, address, and I.D. Number of the Contractor, the number of this Agreement (PCA ____), a summary identifying the amount claimed for each task, the category(s) of professional services as identified in Contractor's Proposal, the number of hours claimed for each task and the total claimed; the amount of the invoice, an authorized Contractor signature, and a brief narrative progress report describing the context of the work completed during the invoice period. Travel expenses will be claimed in accordance with the regulations specified in Section 1.C.

Progress payment will be made monthly, in arrears, on the basis of work performed towards completion of the contract deliverables. Ten percent (10%) retention shall

be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement or at the completion of each separate task if the specific task is not a foundation for succeeding tasks leading to the completion of a finished project, report or plan.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract, The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D
(Standard Agreement)

ADDITIONAL PROVISIONS

1. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity that might pose a conflict of interest.

2. **Subcontracts**

Contractor shall submit any proposed subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

3. **Relationship with Contractor and Subcontractor**

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

All requests for changes of work within this contract shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

4. **Commission Staff**

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Project Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

5. **Use of State Personnel**

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

6. **Changes in Time for Performance of Tasks**

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

7. **Change of Personnel**

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the Commission's Contract Manager's prior written approval.

8. **Ownership of Data**

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Project Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 9.

9. **Confidentiality of Data/Nondisclosure Agreement**

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and general Order 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C, and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure, and may not be disclosed without the consent of the Commission or its Staff who include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement, Public Utilities Code Section 583 and General Order 66-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with Confidentiality of Data Agreement/Nondisclosure Section.

Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

10. **Termination-Bankruptcy**

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five days' notice in writing to the Contractor.

11. **Termination at State's Option**

State may at its option terminate this contract, with or without cause, at any time upon giving 30 days notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

12. **Termination in Event of Breach**

In the event of any breach of this contract, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

13. **Waiver**

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

14. **Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated as provided in paragraph 27(A), State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. **Conflict of Interest**

Contractor warrants that it is not currently employed by [____] or any of its subsidiaries and affiliates; nor does it have active proposals before any of these entities. Contractor also warrants that it has no official relation to, and that it has no other pecuniary interest therein including the ownership of stocks or bonds.

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

16. **Agreement is Complete**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

17. **Captions**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

18. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

19. **Counterparts**

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

APPENDIX 1

Senate Bill No. 5

Click on the Internet link below to access a copy of the bill text.

http://www.leginfo.ca.gov/pub/bill/sen/sb_0001-0050/sbx1_5_bill_20010412_chaptered.html